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SOFTWARE LICENSE AGREEMENT

Agreement made as of October 26, 2004, between Komputrol, a division of A.E. Boyce & Co., Inc., an Indiana corporation, with its principal place of business at 109 West Jackson Street, Cicero, IN 46034-0500 ("Licensor"), and Scott County, Indiana, by its County Commissioners, with its principal place of business at 1 East McClain Avenue, Suite 130, Scottsburg, IN 47170 ("Licensee"). Licensor and Licensee agree that the terms and conditions of this License Agreement cover licenses to software programs to be provided by Licensor to Licensee.

1. DEFINITIONS

1.1 Licensed Programs. Licensed Programs means: (i) all of the computer program(s) specified on Schedule 1 to this Agreement, consisting of a series of instructions or statements in machine-readable object code form; (ii) any revisions or updates provided by Licensor to the Licensee, pursuant to the terms of this Agreement; and (iii) the Program Documentation as defined herein. The collective group of Licensed Programs is sometimes referred to herein as the "Systems."

1.2 Documentation. Program Documentation means the user manuals, handbooks and other written materials relating to the Licensed Programs provided by Licensor to the Licensee pursuant to the terms of this Agreement.

2. PERMITTED USES

2.1 License Grant: Enterprise. Subject to the terms and conditions set forth in this Agreement, Licensor grants to the Licensee a non-transferable, non-exclusive license to use the Licensed Software for any of the business activities of the Licensee in the United States, or any other territory that the parties may from time to time designate in writing.

3. USE RESTRICTIONS

3.1 Copies. Except as otherwise provided herein, Licensee shall not, without prior written consent of Licensor copy in whole or in part the Licensed Programs, provided by Licensor under this Agreement. Licensee is authorized to make one backup copy of the Licensed Programs. All approved copies shall be made in machine readable form, used exclusively for Licensee's internal use, and stored at Licensee's place of business. Licensee shall have the unrestricted right to reproduce the documentation supplied as part of the systems for Licensee's exclusive use.

3.2 Ownership of Copies. The original, and any copies of the Licensed Programs, in whole or in part, which are made by Licensor or the Licensee or otherwise shall at all times be the sole and exclusive property of Licensor. Each copy shall so state in the following language:

This copy of See Schedule 1 (insert name of program or manual listed on Schedule1) is the property of A.E. Boyce Co., Inc., doing business as Komputrol, protected under the copyright, trade secret and confidentiality laws of the United States.

At Licensee's request, Licensor will provide a label to be attached to the copy setting for the foregoing statement. The provisions of this clause shall apply to all Licensed Software, including but without limitation, programs, manuals, instructional materials and all other documentation provided by Licensee.

3.3 Inspection. In order to assist Licensor in the protection of its proprietary rights with respect to the Licensed Programs, Licensor shall have the right to inspect during regular business hours the facility at which the Licensed Program is used and the facility at which the Licensed Programs are stored. Licensee shall provide Licensor with access to the Licensed Programs, including any copies thereof.

3.4 No Reverse Engineering. Licensee shall not have the right under this Agreement: (i) to reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Licensed Programs, or their structural framework; or (ii) to use the Licensed Programs in whole or in part for any purpose except as expressly provided under this Agreement.

3.5 Third Parties. In addition to the confidentiality provisions contained herein, the Licensee shall not cause or permit the display, loan, publication, transfer of possession (whether by sale, exchange, gift, operation of law or otherwise), sublicensing or other dissemination of the Licensed Programs or Program Documentation, in whole or in part, to any third party without the prior written consent of Licensor.

3.6 Modifications of Licensed Programs. The Licensee shall not modify, enhance or otherwise change the Licensed Programs without the prior written consent of Licensor. The Licensee agrees that a modification or enhancement to the Licensed Program(s) developed by the Licensee with or without advice or support by Licensor or Licensor for the Licensee, whether or not reimbursed by the Licensee and whether or not developed in conjunction with the Licensee's employees, agents, or contractors shall be the exclusive property of Licensor. The Licensee further agrees that modified or enhanced versions of the Licensed Program(s) do not constitute a program different from the Licensed Program(s), and as such, fall under the other terms and conditions of this Agreement.

6.2 Delivery; Installation and Specifications. Licensor will deliver the Licensed Programs with Program Documentation and install the Licensed Programs in accordance with Schedule 6.2 attached hereto. Licensee shall provide operating systems and hardware which meets the minimum specifications as set forth on Schedule 6.2 attached hereto, and Licensor represents that Licensee's operating systems meet such requirements.

7. SERVICES

7.1 Maintenance and Incorporation of Terms of Software Maintenance Agreement. Concurrent with the execution of this Agreement, Licensor and Licensee shall enter into Licensor's standard form of Annual Maintenance Agreement for Komputrol Software Systems (Software Maintenance Agreement). All revisions, updates, maintenance and support of the Licensed Programs shall be provided to the Licensee only pursuant to the terms of the Software Maintenance Agreement. In no event shall Licensor be under any obligation to revise or update the Licensed Program(s) or to maintain or support them in the event of a termination of the software maintenance agreement. Termination of the Software Maintenance Agreement under any circumstances shall cause the Licensee to be considered a user not in good standing and Licensee waives the ten (10)-day notice and time to cure allowed under Paragraph 12 before Licensor may terminate this Agreement. The provisions of the Software Maintenance Agreement are incorporated into this Agreement.

8. OWNERSHIP

8.1 Licensed Programs. Subject to the rights granted to the Licensee pursuant to this Agreement, all right, title and interest in and to the Licensed Program(s), including, without limitation, the source code, and all related materials are and shall at all times remain the sole and exclusive property of Licensor. Licensor may use, sell, assign, transfer and license copies of and rights relating to the Licensed Program(s) to third parties free from any claim of the Licensee. If Licensor ceases doing business and it has not sold its assets to a third party purchaser who will continue to support the Licensed Programs, then Licensor will offer to sell to Licensee a nonexclusive ownership in the source code. Licensee would have the right to use the source code solely for its internal uses, and under no circumstances may the Licensor make the source code available to any other party.

9. WARRANTIES

9.1 Right to Grant License. Licensor hereby represents and warrants that it has the right to grant a license to the Licensed Programs to Licensee.

10. DISCLAIMER OF IMPLIED WARRANTIES

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Licensor at Licensee's cost. It is agreed that any payments made to Licensor prior to termination shall be retained as liquidated damages. Licensee shall also be subject to any legal or equitable remedies available to Licensor for breach of this Agreement and default hereunder. Licensee's sole remedy against Licensor for breach hereof or default hereunder shall be the return of the license fee, but only during the first annual term of this Agreement, less a pro rated amount for the period of time during the first annual term that the Licensee had possession of the Systems and less the costs of any enhancements, custom programming and development costs attributable to the products and services provided to Licensee by Licensor.

Because unauthorized use or transfer of the Licensed Programs may substantially diminish the value of such materials and irrevocably harm Licensor, if the Licensee breaches the provisions of paragraphs Three and Four of this Agreement Licensor shall be entitled to equitable relief, including, but not limited to, injunctive relief, in addition to other remedies afforded by the law, to prevent a breach of paragraphs Three and Four of this Agreement.

13. GENERAL PROVISIONS

13.1 Governing Law. This Agreement is governed and shall be construed in accordance with the laws of the State of Indiana, and any action arising out of or in any way connected with this Agreement shall be brought only in the appropriate federal or state court in the State of Indiana.

13.2 Captions. Captions contained in this Agreement are for reference purposes only and are not part of the Agreement.

13.3 Non-Waiver. Licensor's failure to assert its legal rights under this Agreement or to object to actions of Licensee shall not be construed as a waiver of the terms and conditions of this Agreement.

13.4 Severability. In the event that a court of competent jurisdiction should declare any provisions, terms or conditions herein to be void, unenforceable or illegal, then such portions of the Agreement shall be deemed as severed and the remainder hereof shall be binding on the parties as written.

13.5 Entire Agreement. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Agreement and the Annual Maintenance Agreement being entered into by the parties contemporaneously herewith. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties.

13.6 Attorneys' Fees. If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be executed as an instrument under seal as of the day first above written by their officers thereunto duly authorized.

Scott County, Indiana

A.E. Boyce Co., Inc.

By: Scott County Commissioners

Frank Ho
Charles S. Meyer

By: *Michael B. Galliher*
Michael B. Galliher, President

Date: *11-1-04*

Date: October 26, 2004

SCHEDULE 1

APPLICATION SOFTWARE SYSTEMS	LICENSE DATE	LICENSE FEE
County Comprehensive Financial Accounting Software, including: Budgetary Accounting System Payroll Processing System Fixed Asset Inventory System Treasurer's System	<u>10/26/04</u>	<u>\$ 37,000.00</u>
TOTAL LICENSE FEE		<u>\$ 37,000.00</u>

NOTE: The above Application Software Systems includes 48 hours* on-site training.

***Minimum of four and maximum of six hours on-site training for any training day. Any hours past the maximum of six shall result in the hours and travel time being subtracted from the amount of training hours included with the software.**

SCHEDULE 6.2

INSTALLATION AND SPECIFICATIONS

Installation: The Licensed Programs will be installed at mutually agreed upon dates and times in December 2004.

Installation Fee: \$1,000

Specifications for Hardware and Software:

KWS SYSTEM REQUIREMENTS

The minimum system requirements for a Komputrol server are:

Server & Network Components:

- Operating System: Windows 2000 or Windows NT
- Intel Pentium III 550MHz or faster
- 256MB RAM
- 3- 9.1GB Hard Drives, RAID 5 Configuration
- Network Interface Card
- Internal Tape Backup Device and Backup Software
- Certified Category 5 Network

The minimum system requirements for a Komputrol workstation are:

Machine:

- Operating System: Windows 9x, Windows 2000, Windows NT, Windows XP
- Intel Pentium processor 300MHz or faster
- 64MB RAM
- 2GB Hard Drive
- Internal 250MB Zip Drive

***All system printers must be setup as network printers

Laser Printers:

- Hewlett Packard 4100N or 8150N

Dot-matrix Printers

- Wide carriage 132 print characters per line
- Required for multi-part of continuous feed forms
- CPI from 10 to 17
- Epson DFX 5000, Epson DFX 8500, or Lexmark 4227